

EXHIBIT C

Parcel ID #: _____

**DECLARATION OF COVENANTS
INSPECTION/MAINTENANCE OF STORMWATER
MANAGEMENT FACILITY**

THIS DECLARATION, made this _____ day of _____, 20____, between
_____, hereinafter referred to as the
“Covenantor,” owner(s) of the following property: _____
_____,
and Montgomery County, Maryland, hereinafter referred to as the “County.”

WITNESSETH:

The Covenantor, with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interest in the property described above, does hereby covenant with the County as follows:

1. The Covenantor must maintain the Easement Area depicted in **Exhibit B** by providing trash removal, grass cutting, and landscaping on the Property described in **Exhibit A** and performing other nonstructural maintenance, described in Section 19-28 of the Montgomery County Code, for the stormwater management facilities (the A Facility@) serving the Property in accordance with the laws of Montgomery County, Maryland.
2. The County must provide routine inspection and structural maintenance for the Facility as needed to ensure that the Facility remains in proper working condition in accordance with approved design standards. The County will undertake all reasonable measures to return the Easement Area to its original condition whenever the County undertakes repairs and maintenance in accordance with this Covenant.
3. The Covenantor must provide and maintain perpetual access from public rights-of-way to the Facility for the County, its agents and its contractors.
4. The Covenantor must grant the County, its agents and its contractors a right of entry to the Facility for the purpose of inspecting, operating, monitoring, installing, constructing; reconstructing, modifying, altering or repairing the Facility.
5. Except in the case of an emergency, the County will provide not less than seven (7) days prior notice to the Covenantor before performing any structural maintenance or repair of the Facility in accordance with this Covenant. The County will also notify the Covenantor after completing the maintenance or repair work specified in the notice.

6. If, after reasonable notice by the County, the Covenantor fails to maintain the Easement Area in accordance with this Covenant, the County may perform any nonstructural maintenance needed to correct a condition that impacts the effectiveness of routine structural maintenance and collect any costs incurred as a result from each owner of the Facility and in the same manner as real property taxes are collected. In addition, the County may seek reimbursement under any other method legally available to collect debts owed to the County.

7. The Covenantor agrees to indemnify and save the County harmless from any and all claims for direct damages to persons or property arising from maintenance of the Easement Area in accordance with this Covenant. The County agrees to indemnify and save the Covenantor harmless from any and all claims for direct damages to persons or property caused by an act or omission of the County during the routine inspection and structural maintenance of the Facility. The County's liability shall be subject to and limited by the provision, type of liability, notice requirements, and maximum amounts established in the Local Government Tort Claims Act, Section 5-301 et seq., Courts and Judicial Proceedings Article, Annotated Code of Maryland, as amended. Either party's obligation under this paragraph is subject to and contingent upon the other party providing it with notice of any and all claims upon which the party will rely for indemnification. A party's failure to provide timely notice of any claim shall cause this indemnification to be void and of no further force or effect as to the event for which the party seeks protection under the indemnification.

8. The Covenantor must promptly notify the County when the Covenantor legally transfers any of the Covenantor's responsibilities for the Facility. The Covenantor must provide the County a certified copy of any fully executed document of transfer.

9. The covenants contained herein shall run with the land and shall bind the County, the Covenantor and the Covenantor's successors and assignees, and shall bind all present and subsequent owners of property served by the Facility.

10. This Covenant shall be recorded in the land records of Montgomery County, Maryland.

11. This Covenant runs to the benefit of the County and may not be released or modified except by written consent of the County.

IN WITNESS WHEREOF, the Covenantor and the County have executed this Declaration of Covenants as of this _____ day of _____, 20____.

ATTEST:

FOR THE COVENANTOR(S)

Signature

Signature

Printed Name

Printed Name

Title

MONTGOMERY COUNTY, MARYLAND

Signature

Signature

Printed Name

Printed Name
County Executive

(Jurats follow)

STATE OF
COUNTY OF

: ss

I hereby certify that on this _____ day of _____, 20____, before the subscriber, a Notary Public of the State of _____, and for the County of _____, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) described in the foregoing instrument, who did acknowledge that (he)(she)(they), having been properly authorized, executed the same in the capacity therein stated and for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.

NOTARY PUBLIC

My Commission Expires _____

STATE OF
COUNTY OF

: ss

I hereby certify that on this _____ day of _____, 20____, before the subscriber, a Notary Public of the State of _____, and for the County of _____, personally appeared _____, County Executive, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who did acknowledge that (he) (she), having been properly authorized, executed the same on behalf of Montgomery County, Maryland in the capacity therein stated and for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.

NOTARY PUBLIC

My Commission Expires _____

INFORMATION FOR RECORDING:

Parcel I.D. No.: _____

Record Legal Description: _____

Street Address of Parcel: _____

Name and Address of Parties to
Instrument and Their Interest

Covenantor(s): _____

County: Montgomery County, Maryland
 101 Monroe Street
 Rockville, Maryland 20850

Certificate

I hereby certify that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.

ASSISTANT COUNTY ATTORNEY